

Ijaz Anwar

From: Mark Savage [msavage@corporate-capital.com]
Sent: Tuesday, January 20, 2004 1:29 PM
To: hfong@equitex.net; Ijaz Anwar
Subject: Proposal for Chex Services

Henry and Ijaz,

I have enclosed a proposal for review. After talking with Ijaz last week our approach is different than what you are currently working with. We feel that Chex Services has a good stand alone business that can be built upon by itself and then go and acquire the other candidates with alot less shares outstanding at the end of the day.

Please let me know if you would like to continue these discussions if not I wish you well with your current project.

Mark

Mark Savage
Corporate Capital Management, LLC
10125 Crosstown Circle #210 -
Eden Prairie, MN 55344

952 545-7962
952 512-9959 fax
msavage@corporate-capital.com

LOCK-UP/LEAK-OUT AGREEMENT

THIS LOCK-UP/LEAK-OUT AGREEMENT (the "Agreement") is made and entered into as of the ___ day of April, 2003, between Southern Solutions Group, Inc., a Delaware corporation ("SSGI"), and the individuals and entities that execute and deliver a Counterpart Signature Page hereof, each a shareholder of SSGI or an owner of common stock, warrants to purchase common stock or preferred stock or debt instruments that may be convertible into shares of common stock of SecureD Services, Inc., a Delaware corporation ("SecureD Services"), and sometimes collectively referred to herein as the "Shareholders" and each, a "Shareholder."

RECITALS:

WHEREAS, the Shareholders are all present shareholders of common stock SSGI that SSGI has agreed to include in a registration statement to be filed with the Securities and Exchange Commission or owners of shares of common stock, warrants to purchase common stock or preferred stock or debt instruments that may be convertible into shares of common stock of SecureD Services; and

WHEREAS, the SecureD Services Shareholders intend to exchange their respective securities of SecureD Services for like securities of SSGI pursuant to that certain Plan of Reorganization and Stock Exchange Agreement (the "Reorganization Agreement") between SSGI, SecureD Services and the SecureD Services Shareholders, to which the execution and delivery of this Agreement is a condition precedent to the closing of the Reorganization Agreement; and

WHEREAS, on the closing of the Reorganization Agreement with SecureD Services, the SecureD Services Shareholders shall exchange their respective securities of SecureD Services for like securities of SSGI, obtaining common stock of SSGI in exchange for their respective shares of common stock of SecureD Services, like warrants to acquire SSGI common stock on the exercise of exchanged SecureD Services warrants and like preferred stock or debt instruments of SSGI with conversion rights to acquire common stock of SSGI, all of as described in the respective Counterpart Signature Pages of the Shareholders that are attached hereto and incorporated herein by reference (the Common Stock"), and which Common Stock SSGI has agreed to include in a registration statement to be filed with the Securities and Exchange Commission;

WHEREAS, in order to facilitate the consummation of the transactions contemplated by the Reorganization Agreement and to provide for an orderly market for the Common Stock of SSGI subsequent to the closing of the Reorganization Agreement, the Shareholders have agreed to enter into this Agreement and to restrict the sale, assignment, transfer, conveyance, hypothecation or alienation of the Common Stock, all on the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Notwithstanding anything contained in this Agreement, a Shareholder may transfer his/her/its shares of Common Stock to his/her/its affiliates, partners in a partnership, subsidiaries and trusts, or spouses and lineal descendants for estate planning purposes provided that the

transferee (or the legal representative of the transferee) executes an agreement to be bound by all of the terms and conditions of this Agreement.

2. Except as otherwise expressly provided herein, and except as each Shareholder may be otherwise restricted from selling shares of Common Stock, each Shareholder may only sell Common Stock subject to the following conditions for the eighteen (18) month period from the closing of the Reorganization Agreement (the "Lock-Up/Leak-Out Period"):

2.1 No Shareholder may sell any Common Stock except as covered by this Agreement, unless approved in a prior writing by the Board of Directors of SSGI, pro rata as to all Shareholders, with respect to all Shareholders covered hereby.

2.2 All Common Stock subject to this Agreement shall be held for and released to the Shareholders by SSGI's transfer and registrar agent, American Securities Transfer, Inc., during the Lock-Up/Leak-Out Period; provided, however, that if a Shareholder has an approved brokerage account meaning an account with a broker/dealer who has executed and delivered to SSGI a broker/dealer agreement in satisfactory form to SSGI, a reasonable facsimile of which is attached hereto as Exhibit A and incorporated herein by reference (the "Broker/Dealer Agreement"), to the effect that any such broker/dealer will comply with and monitor the terms and conditions of this Agreement for the benefit of SSGI and the Shareholders (the "Approved Broker/Dealer"), then the Common Stock of the Shareholder that can be sold or has qualified to be sold hereunder will be delivered to the Shareholder's account at the Approved Broker Dealer through the Depository Trust Corporation ("DTC"); and provided, further, however, that if the Shareholder does not have an account with an Approved Broker/Dealer, the Common Stock of the Shareholder that can be sold or has qualified to be sold hereunder will be delivered to the Shareholder in the form of an actual stock certificate that is imprinted with a legend indicating that resales of the Common Stock are subject to the terms and conditions of this Agreement, one of which shall be a resale through an Approved Broker/Dealer.

2.3 Each Shareholder shall be allowed to sell no more than 3,000 shares of Common Stock per month during the Lock-Up/Leak-Out Period, on a cumulative basis, meaning that if no Common Stock was sold during one month while Common Stock was qualified to be sold, up to 6,000 shares of Common Stock could be sold in the next successive month and so forth; provided, however, with respect to (i) shares of Common Stock that are "restricted securities" that SSGI has agreed to register for resale with the Securities and Exchange Commission, the commencement of the right of any such Shareholder to sell shares of Common Stock and to cumulate unsold Common Stock into sales in the next successive month hereunder shall begin on the earlier of the month in which the Securities and Exchange Commission grants SSGI an effective date (the "Effective Date") on any such registration statement, or in the month in which any such Shareholder qualifies in all respects to sell the Common Stock under Rule 144

of the Securities and Exchange Commission following the expiration of the required one year holding period from the closing of the Reorganization Agreement; and with respect to (ii) shares of Common Stock that are "restricted securities" that SSGI has not agreed to register for resale with the Securities and Exchange Commission, in the month in which any such Shareholder qualifies in all respects to sell the Common Stock under Rule 144 of the Securities and Exchange Commission following the expiration of the required one year holding period from the closing of the Reorganization Agreement (the "Resale Qualification Dates"). All Shareholders fully understand that certain shares of Common Stock covered by this Agreement have already satisfied the Resale Qualification Dates (approximately 280,000 shares of Common Stock held by five (5) persons; that the Resale Qualification Date of some other shares of Common Stock that may be allowed to be registered by SSGI for resale on Form S-3 of the Securities and Exchange Commission (Common Stock that can be acquired on the exercise of warrants or the conversion of preferred stock or debt instruments may qualify for use of Form S-3) may be earlier than Common Stock required to be registered on some other Form; and that Common Stock required to be registered on some other Form of the Securities and Exchange Commission, like Form SB-2, may not have a Resale Qualification Date for up to six (6) to nine (9) months, depending upon the time involved in the Securities and Exchange Commission review and comment process.

- 2.4 The Common Stock may only be sold at the "offer" or "ask" prices stated by the relevant market maker for the Common Stock on the OTC Bulletin Board or any nationally recognized medium on which the Common Stock is publicly traded. Each Shareholder agrees that no sales will be made at the "bid" prices for the Common Stock.
- 2.5 The Common Stock may not be sold at a price below \$2.00 per share (the "Price Floor").
- 2.6 The Shareholders agree that they will not engage in any short selling of the Common Stock during the Lock-Up/Leak-Out Period.
- 2.7 From the date hereof and for a period of not less than eighteen (18) months from the expiration of the Lock-Up/Leak-Out Period, SSGI shall maintain its "reporting" status with the Securities and Exchange Commission; file all reports that are required to be filed by it during such period; and use its "best efforts" to ensure that the Common Stock is continually quoted for public trading on a nationally recognized medium of no less significance than the OTC Electronic Bulletin Board of the National Association of Securities Dealers, Inc. (the "NASD"), or if its existence ceases, the BBX, the NASDAQ Small Cap or a recognized national stock exchange.

3. By executing this Agreement, each Shareholder represents that the Common Stock set forth in his/her/its Counterpart Signature Page is all of the shares of SSGI Common Stock

that such Shareholder beneficially owns as of the date hereof. In addition to the Common Stock set forth in Counterpart Signature Page, this Agreement shall apply to all SSGI Common Stock of which each Shareholder become the beneficial owner of during the Lock-Up/Leak-Out Period.

4. Notwithstanding anything to the contrary set forth herein, SSGI may, at any time and from time to time, waive any of the conditions or restrictions contained herein to increase the liquidity of the Common Stock or if such waiver would otherwise be in the best interests of the development of the trading market for the Common Stock.

5. In the event of a tender offer to purchase all or substantially all of SSGI issued and outstanding securities, or a merger, consolidation or other reorganization with or into an unaffiliated entity, this Agreement shall terminate and the Common Stock restricted pursuant hereto shall be released from such restrictions if the requisite number of the record and beneficial owners of SSGI securities then outstanding are voted in favor of such tender offer, merger, consolidation or reorganization.

6. Except as otherwise provided in this Agreement or any other agreements between the parties, the Shareholders shall be entitled to their respective beneficial rights of ownership of the Common Stock, including the right to vote the Common Stock for any and all purposes.

7. The Common Stock and per share price restrictions covered by this Agreement shall be appropriately adjusted should SSGI make a dividend or distribution, undergo a forward split or a reverse split or otherwise reclassify its shares of Common Stock.

8. No transfer of any of the shares of Common Stock that are subject to this Agreement in any transaction other than a "broker's transaction" shall be made unless the transferee executes and delivers a copy of this Agreement prior to the transfer of any stock certificate representing any of the Common Stock so transferred.

9. This Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document.

10. All notices, instructions or other communications required or permitted to be given pursuant to this Agreement shall be given in writing and delivered by certified mail, return receipt requested, overnight delivery or hand-delivered to all parties to this Agreement, to SSGI, at _____, and to the Shareholders, at the addresses in their Counterpart Signature Pages. All notices shall be deemed to be given on the same day if delivered by hand or on the following business day if sent by overnight delivery or the second business day following the date of mailing.

11. The resale restrictions on the Common Stock set forth in this Agreement shall be in addition to all other restrictions on transfer imposed by applicable to United States and state securities laws, rules and regulations.

12. SSGI or each Shareholder who fails to fully adhere to the terms and conditions of this Agreement shall be liable in damages to every other party for any damages suffered by any party

by reason of any such breach of the terms and conditions hereof. Each Shareholder agrees that in the event of a breach of any of the terms and conditions of this Agreement by any such Shareholder, that in addition to all other remedies that may be available in law or in equity to the non-defaulting parties, a preliminary and permanent injunction and an order of a court requiring such defaulting Shareholder to cease and desist from violating the terms and conditions of this Agreement and specifically requiring such Shareholder to perform his/her/its obligations hereunder is fair and reasonable by reason of the inability of the parties to this Agreement to presently determine the type, extent or amount of damages that SSGI or the non-defaulting Shareholders may suffer as a result of any breach or continuation thereof.

13. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof, and may not be amended except by a written instrument executed by the parties hereto.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within said State; and SSGI and the Shareholders agree that any action based upon this Agreement may be brought in the United States and state courts of Delaware only, and each submits himself/herself/itself to the jurisdiction of such courts for all purposes hereunder.

15. In the event of default hereunder, the non-defaulting parties shall be entitled to recover reasonable attorney's fees incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the day and year first above written.

Date: _____

SOUTHERN SOLUTIONS GROUP, INC.

By _____

Its _____

CHEX SERVICES, INC.

PRE- MERGER: 2 MILLION SHARES OUTSTANDING (+/-)

POST – MERGE: FORWARD SPLIT 2.5 FOR 1 FOR A TOTAL OF 5 MILLION OUT

REVERSE MERGE CHEX SERVICES INTO A SHELL

POST CLOSE CAP. TABLE:

- CHEX SERVICES	5,000,000
- CCM/MAROON BELLS	750,000
- OLD SHELL HOLDERS	250,000
	6,000,000 OUTSTANDING

THE SHARES THAT CCM/MAROON BELLS AND THE OLD SHELL HOLDERS WOULD RECEIVE WOULD BE IN A LEAK-OUT LOCK –UP AGREEMENT(I WILL FORWARD A COPY OF THE AGREEMENT)

CCM/MAROON BELLS SHALL INTRODUCE MEXICO/LATIN AMERICA AND OTHER POSSIBLE CONTRACTS TO CHEX SERVICES, INC. FOR EVERY \$1 MILLION GENERATED IN GROSS REVENUE FROM THESE CONTRACTS THEN CCM/MAROON BELLS SHALL RECEIVE 100,000 SHARES. i.e \$10 MILLION IN REVENUE THEN 1 MILLION SHARES SHALL BE ISSUED.

CCM/MAROON BELLS WOULD ALSO COMMIT ADDITIONAL CAPITAL IF NEEDED EITHER FOR WORKING CAPITAL OR ACQUISITIONS.

THIS STRUCTURE WORKS WELL FROM OUR OPINION FOR THE FOLLOWING REASONS: WITH 6 MILLION SHARES OUTSTANDING AND THE \$20 MILLION IN REVENUE AND THE \$1.6 MILLION IN EARNINGS THAT CHEX SERVICES HAS ALREADY THIS COULD EASILY SUPPORT A 20 MULTIPLE OR 1.5 X'S REVENUE OR A \$5.00 + STOCK RIGHT FROM THE START. WITH THE ADDITIONAL STOCK TO BE ISSUED ON THE CLOSING AND THE START OF MEXICO/LATIN AMERICA THIS STOCK COULD BE EASILY \$8+ PER SHARE. LET'S ASSUME THAT THESE DEALS WOULD GIVE YOU AN ADDITIONAL \$20 MILLION IN REVENUE. YOUR TOTAL REVENUE WOULD BE \$40 MILLION WITH EARNINGS OF LET'S SAY \$3.5 MILLION. USING THIS EXAMPLE CHEX SERVICES WOULD HAVE ISSUED 2 MILLION SHARES TO CCM/MAROON BELLS SO THE TOTAL OUTSTANDING WOULD EQUAL 8 MILLION SHARES. AT 1.5 X'S REVENUE WOULD BE \$60 MILLION, 20 P/E AT \$.43/SHARE THIS STOCK WOULD BE TRADING AT \$8 + PER SHARE.

THE IDEA THEN WOULD BE TO GO AND ACQUIRE IGME. THIS MAKES IT MORE INTERESTING AND AT MORE RESONABLE VALUATION AND OBVIOUSLY A LOT LESS DILUTION. IF ACQUIRING THEM MAYBE THEY COULD BE PURCHASED FOR MAYBE A COUPLE MILLION SHARES AND AT THIS POINT THE COMPANY WOULD HAVE ONLY 10 MILLION SHARES OUTSTANDING WITH \$80 MILLION IN REVENUE AND SO ON. IT MAKES MORE SENSE TO US TO DO IT THIS WAY RATHER THAN TRYING TO HAVE THE REVENUE CATCH UP TO THE VALUATION WE HAVE THE VALUATION TRYING TO KEEP UP WITH THE REVENUE GOWTH.

CCM/MAROON BELLS WILL PROVIDE THE SHELL AND ALL OF THE COSTS FOR THE SHELL. I USE THE LEAK-OUT LOCK -UP AGREEMENT BECAUSE IT PROTECTS EVERYONE INVOLVED. THE AGREEMENT PROTECTS AGAINST SELLING, IT KEEPS A STABLE PRICE ON THE STOCK, ALL THE SHARES ARE HELD AT ONE BROKERAGE FIRM SO THAT THE COMPANY CAN POLICE THE AGREEMENT. WE USUALLY HAVE IT IN PLACE FOR AS LONG AS 18 MONTHS.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

iGAMES ENTERTAINMENT, INC.,

Plaintiff,

v.

**CHEX SERVICES, INC. and
EQUITEX, INC.,**

Defendants.

C.A. No. 04-180 (KAJ)

JURY TRIAL DEMANDED

**Appendix of Exhibits To iGames Entertainment, Inc's
Opposition To Chex's Motion For Summary Judgement**

Exhibit H

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End Date: Feb 22 2005

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PRICES

Date	Open	High	Low	Close	Volume	Adj Close*
18-Feb-05	5.20	5.20	5.20	5.20	243	5.20
17-Feb-05	5.20	5.20	5.20	5.20	150	5.20
16-Feb-05	5.20	5.20	5.20	5.20	0	5.20
15-Feb-05	5.20	5.20	5.20	5.20	0	5.20
14-Feb-05	5.20	5.20	5.20	5.20	0	5.20
11-Feb-05	5.20	5.20	5.20	5.20	0	5.20
10-Feb-05	5.20	5.25	5.20	5.20	6,500	5.20
9-Feb-05	5.25	5.25	5.25	5.25	0	5.25
8-Feb-05	5.25	5.25	5.25	5.25	500	5.25
7-Feb-05	5.40	5.40	5.40	5.40	0	5.40
4-Feb-05	5.40	5.40	5.40	5.40	977	5.40
3-Feb-05	5.40	5.40	5.40	5.40	0	5.40
2-Feb-05	5.40	5.40	5.40	5.40	0	5.40
1-Feb-05	5.40	5.40	5.40	5.40	0	5.40
31-Jan-05	5.40	5.40	5.40	5.40	1,500	5.40
28-Jan-05	5.40	5.40	5.40	5.40	467	5.40

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27-Jan-05	5.40	5.40	5.40	5.40	1,250	5.40
26-Jan-05	5.40	5.40	5.40	5.40	770	5.40
25-Jan-05	5.40	5.40	5.40	5.40	0	5.40
24-Jan-05	5.40	5.40	5.40	5.40	1,050	5.40
21-Jan-05	5.40	5.40	5.40	5.40	0	5.40
20-Jan-05	5.50	5.50	5.40	5.40	1,840	5.40
19-Jan-05	5.50	5.50	5.50	5.50	700	5.50
18-Jan-05	5.50	5.50	5.45	5.50	2,782	5.50
14-Jan-05	5.40	5.40	5.40	5.40	4,100	5.40
13-Jan-05	5.50	5.50	5.50	5.50	0	5.50
12-Jan-05	5.50	5.50	5.50	5.50	0	5.50
11-Jan-05	5.50	5.50	5.50	5.50	901	5.50
7-Jan-05	5.40	5.40	5.40	5.40	3,000	5.40
6-Jan-05	5.10	5.20	5.00	5.20	1,760	5.20
5-Jan-05	5.00	5.00	4.95	5.00	3,701	5.00
4-Jan-05	5.00	5.00	5.00	5.00	1,000	5.00
3-Jan-05	5.05	5.05	5.05	5.05	500	5.05
30-Dec-04	5.10	5.10	4.95	4.95	2,681	4.95
29-Dec-04	5.10	5.10	4.95	5.05	4,922	5.05
28-Dec-04	5.10	5.10	5.10	5.10	1,447	5.10
27-Dec-04	5.00	5.10	4.95	5.10	3,900	5.10
23-Dec-04	5.05	5.05	5.05	5.05	1,500	5.05
22-Dec-04	5.00	5.00	5.00	5.00	2,500	5.00
21-Dec-04	5.00	5.00	5.00	5.00	0	5.00
20-Dec-04	5.05	5.05	5.00	5.00	1,500	5.00
17-Dec-04	5.15	5.15	5.15	5.15	2,750	5.15
16-Dec-04	5.15	5.15	5.15	5.15	600	5.15
15-Dec-04	5.20	5.20	5.18	5.18	3,087	5.18
14-Dec-04	5.20	5.20	5.20	5.20	0	5.20
13-Dec-04	5.20	5.20	5.20	5.20	1,000	5.20
10-Dec-04	5.25	5.25	5.25	5.25	501	5.25
9-Dec-04	5.25	5.25	5.25	5.25	5,020	5.25
8-Dec-04	5.25	5.25	5.20	5.25	1,750	5.25
7-Dec-04	5.25	5.25	5.25	5.25	500	5.25
6-Dec-04	5.25	5.25	5.25	5.25	600	5.25
3-Dec-04	5.25	5.25	5.25	5.25	0	5.25
2-Dec-04	5.25	5.25	5.25	5.25	1,060	5.25
1-Dec-04	5.25	5.29	5.25	5.29	1,500	5.29
30-Nov-04	5.20	5.30	5.20	5.25	5,000	5.25

29-Nov-04	5.20	5.20	5.20	5.20	0	5.20
26-Nov-04	5.20	5.20	5.20	5.20	0	5.20
24-Nov-04	5.20	5.20	5.20	5.20	2,306	5.20
23-Nov-04	5.20	5.20	5.20	5.20	1,500	5.20
22-Nov-04	5.10	5.20	5.10	5.20	1,284	5.20
19-Nov-04	5.20	5.20	5.20	5.20	4,100	5.20
18-Nov-04	5.15	5.15	5.15	5.15	0	5.15
17-Nov-04	5.20	5.20	4.90	5.15	638	5.15
16-Nov-04	5.30	5.30	5.30	5.30	145	5.30
15-Nov-04	5.00	5.10	5.00	5.10	1,300	5.10
12-Nov-04	5.15	5.30	5.15	5.30	1,100	5.30

* Close price adjusted for dividends and splits.

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Date	Open	High	Low	Close	Volume	Adj Close*
11-Nov-04	5.30	5.30	5.30	5.30	500	5.30
10-Nov-04	5.35	5.35	5.35	5.35	0	5.35
9-Nov-04	5.35	5.35	5.35	5.35	640	5.35
8-Nov-04	5.35	5.35	5.20	5.20	2,050	5.20
5-Nov-04	5.40	5.40	5.30	5.30	3,730	5.30
4-Nov-04	5.40	5.40	5.40	5.40	511	5.40
3-Nov-04	5.25	5.25	5.25	5.25	0	5.25
2-Nov-04	5.25	5.25	5.25	5.25	1,403	5.25
1-Nov-04	5.15	5.30	5.15	5.28	3,000	5.28
29-Oct-04	5.30	5.30	5.28	5.28	1,200	5.28
28-Oct-04	5.30	5.30	5.30	5.30	900	5.30
27-Oct-04	5.30	5.30	5.30	5.30	802	5.30
26-Oct-04	5.20	5.30	5.20	5.30	980	5.30
25-Oct-04	5.20	5.20	5.20	5.20	1,000	5.20
22-Oct-04	5.20	5.20	5.20	5.20	245	5.20
21-Oct-04	5.05	5.05	5.05	5.05	0	5.05

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20-Oct-04	5.20	5.20	5.05	5.05	1,100	5.05
19-Oct-04	5.10	5.50	5.05	5.05	1,650	5.05
18-Oct-04	5.40	5.40	5.40	5.40	4,100	5.40
15-Oct-04	5.40	5.40	5.40	5.40	130	5.40
14-Oct-04	5.40	5.40	5.40	5.40	2,476	5.40
13-Oct-04	5.20	5.40	5.20	5.40	1,236	5.40
12-Oct-04	5.50	5.50	5.10	5.20	2,438	5.20
11-Oct-04	5.30	5.30	5.30	5.30	500	5.30
8-Oct-04	5.60	5.60	5.50	5.50	4,890	5.50
7-Oct-04	5.40	5.50	5.40	5.50	1,120	5.50
6-Oct-04	5.60	5.60	5.40	5.40	2,667	5.40
5-Oct-04	5.65	5.65	5.60	5.60	3,317	5.60
4-Oct-04	5.60	5.65	5.30	5.65	8,843	5.65
1-Oct-04	5.60	5.60	5.30	5.60	4,430	5.60
30-Sep-04	5.50	5.50	5.50	5.50	7,202	5.50
29-Sep-04	5.20	5.50	5.20	5.50	3,075	5.50
28-Sep-04	5.60	5.60	5.60	5.60	2,145	5.60
27-Sep-04	5.60	5.60	5.50	5.50	1,800	5.50
24-Sep-04	5.70	5.70	5.55	5.55	2,600	5.55
23-Sep-04	5.50	5.70	5.40	5.70	7,240	5.70
22-Sep-04	5.50	5.50	5.35	5.35	3,080	5.35
21-Sep-04	5.75	5.75	5.50	5.50	5,552	5.50
20-Sep-04	5.50	5.50	5.49	5.50	4,925	5.50
17-Sep-04	5.50	5.50	5.00	5.44	8,566	5.44
16-Sep-04	4.50	4.75	4.50	4.70	8,812	4.70
15-Sep-04	4.50	4.50	4.50	4.50	4,300	4.50
14-Sep-04	4.25	4.50	4.20	4.31	7,500	4.31
13-Sep-04	4.25	4.25	3.90	4.22	4,670	4.22
10-Sep-04	4.00	4.25	3.90	4.10	8,900	4.10
9-Sep-04	4.00	4.00	4.00	4.00	2,000	4.00
8-Sep-04	4.00	4.00	4.00	4.00	1,500	4.00
7-Sep-04	4.00	4.00	4.00	4.00	1,150	4.00
6-Sep-04	4.00	4.00	4.00	4.00	0	4.00
3-Sep-04	4.00	4.00	4.00	4.00	1,500	4.00
2-Sep-04	3.65	3.65	3.65	3.65	0	3.65
1-Sep-04	3.65	3.65	3.65	3.65	0	3.65
31-Aug-04	3.65	3.65	3.65	3.65	0	3.65
30-Aug-04	3.65	3.65	3.65	3.65	0	3.65
27-Aug-04	3.75	3.75	3.65	3.65	3,500	3.65

26-Aug-04	3.50	3.75	3.50	3.75	4,500	3.75
25-Aug-04	3.50	3.50	3.50	3.50	0	3.50
24-Aug-04	3.50	3.50	3.50	3.50	0	3.50
23-Aug-04	3.50	3.50	3.50	3.50	0	3.50
20-Aug-04	3.50	3.50	3.50	3.50	700	3.50
19-Aug-04	3.50	3.50	3.50	3.50	0	3.50
18-Aug-04	3.50	3.50	3.50	3.50	0	3.50
17-Aug-04	3.50	3.50	3.50	3.50	0	3.50
16-Aug-04	3.50	3.50	3.50	3.50	0	3.50
13-Aug-04	3.50	3.50	3.50	3.50	0	3.50
12-Aug-04	3.50	3.50	3.50	3.50	0	3.50

* Close price adjusted for dividends and splits.

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PRICES

Date	Open	High	Low	Close	Volume	Adj Close*
11-Aug-04	3.50	3.50	3.50	3.50	0	3.50
10-Aug-04	2.50	3.50	2.50	3.50	473	3.50
9-Aug-04	3.00	3.00	3.00	3.00	0	3.00
6-Aug-04	3.00	3.00	3.00	3.00	0	3.00
5-Aug-04	3.00	3.00	3.00	3.00	500	3.00
4-Aug-04	3.50	3.50	3.50	3.50	0	3.50
3-Aug-04	3.50	3.50	3.50	3.50	0	3.50
2-Aug-04	3.50	3.50	3.50	3.50	0	3.50
30-Jul-04	3.50	3.50	3.50	3.50	0	3.50
29-Jul-04	3.50	3.50	3.50	3.50	0	3.50
28-Jul-04	3.50	3.50	3.50	3.50	0	3.50
27-Jul-04	3.50	3.50	3.50	3.50	0	3.50
26-Jul-04	3.50	3.50	3.50	3.50	0	3.50
23-Jul-04	3.50	3.50	3.50	3.50	0	3.50
22-Jul-04	3.50	3.50	3.50	3.50	0	3.50
21-Jul-04	3.50	3.50	3.50	3.50	0	3.50

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20-Jul-04	3.50	3.50	3.50	3.50	1,000	3.50
19-Jul-04	4.75	4.75	4.50	4.50	1,500	4.50
16-Jul-04	5.50	5.50	5.50	5.50	0	5.50
15-Jul-04	5.50	5.50	5.50	5.50	250	5.50
14-Jul-04	5.00	5.00	5.00	5.00	0	5.00
13-Jul-04	5.00	5.00	5.00	5.00	0	5.00
12-Jul-04	5.00	5.00	5.00	5.00	500	5.00
9-Jul-04	5.50	5.50	5.50	5.50	0	5.50
8-Jul-04	5.50	5.50	5.50	5.50	0	5.50
7-Jul-04	5.50	5.50	5.50	5.50	0	5.50
6-Jul-04	5.50	5.50	5.50	5.50	500	5.50
2-Jul-04	6.00	6.00	6.00	6.00	0	6.00
1-Jul-04	6.00	6.00	6.00	6.00	173	6.00
30-Jun-04	6.40	6.40	6.40	6.40	173	6.40
29-Jun-04	6.75	6.75	6.75	6.75	0	6.75
28-Jun-04	6.75	6.75	6.75	6.75	1,000	6.75
25-Jun-04	6.75	6.80	6.75	6.75	4,000	6.75
24-Jun-04	6.00	6.00	6.00	6.00	0	6.00
23-Jun-04	6.00	6.00	6.00	6.00	0	6.00
22-Jun-04	6.00	6.00	6.00	6.00	0	6.00
21-Jun-04	6.00	6.00	6.00	6.00	0	6.00
18-Jun-04	6.00	6.00	6.00	6.00	0	6.00
17-Jun-04	6.00	6.00	6.00	6.00	0	6.00
16-Jun-04	6.00	6.00	6.00	6.00	0	6.00
15-Jun-04	6.00	6.00	6.00	6.00	0	6.00
14-Jun-04	6.00	6.00	6.00	6.00	672	6.00
10-Jun-04	6.40	6.40	6.40	6.40	2,000	6.40
9-Jun-04	6.75	6.75	6.75	6.75	0	6.75
8-Jun-04	6.74	6.75	6.74	6.75	2,000	6.75
7-Jun-04	6.75	6.75	6.75	6.75	0	6.75
4-Jun-04	6.75	6.75	6.75	6.75	250	6.75
3-Jun-04	6.00	6.00	6.00	6.00	0	6.00
2-Jun-04	6.00	6.00	6.00	6.00	500	6.00
1-Jun-04	6.25	6.50	6.25	6.50	2,500	6.50
28-May-04	6.50	6.50	6.50	6.50	2,000	6.50
27-May-04	6.50	6.50	6.15	6.15	3,500	6.15
26-May-04	6.25	6.25	6.25	6.25	0	6.25
25-May-04	5.50	6.50	5.50	6.25	4,350	6.25
24-May-04	4.50	4.50	4.50	4.50	0	4.50

21-May-04	4.50	4.50	4.50	4.50	272	4.50
20-May-04	5.50	5.50	5.50	5.50	0	5.50
19-May-04	5.50	5.50	5.50	5.50	0	5.50
18-May-04	5.50	5.50	5.50	5.50	500	5.50
17-May-04	6.00	6.00	6.00	6.00	0	6.00
14-May-04	6.00	6.00	6.00	6.00	0	6.00
13-May-04	6.00	6.00	6.00	6.00	0	6.00
12-May-04	6.00	6.00	6.00	6.00	500	6.00
11-May-04	6.00	6.00	6.00	6.00	500	6.00
10-May-04	6.90	6.90	6.90	6.90	0	6.90
7-May-04	6.90	6.90	6.90	6.90	0	6.90

* Close price adjusted for dividends and splits.

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PRICES

Date	Open	High	Low	Close	Volume	Adj Close*
6-May-04	6.90	6.90	6.90	6.90	2,000	6.90
5-May-04	7.00	7.00	7.00	7.00	0	7.00
4-May-04	7.00	7.00	7.00	7.00	0	7.00
3-May-04	6.90	7.00	6.90	7.00	6,000	7.00
30-Apr-04	7.00	7.00	7.00	7.00	0	7.00
29-Apr-04	7.00	7.00	7.00	7.00	0	7.00
28-Apr-04	7.00	7.00	7.00	7.00	1,000	7.00
27-Apr-04	7.00	7.00	7.00	7.00	1,300	7.00
26-Apr-04	5.50	7.00	5.50	7.00	1,640	7.00
23-Apr-04	6.75	6.75	6.75	6.75	0	6.75
22-Apr-04	7.00	7.00	6.00	6.75	1,500	6.75
21-Apr-04	6.00	6.00	6.00	6.00	0	6.00
20-Apr-04	6.00	6.00	6.00	6.00	2,000	6.00
19-Apr-04	5.50	5.50	5.50	5.50	0	5.50
16-Apr-04	5.50	5.50	4.75	5.50	1,197	5.50

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15-Apr-04	1.05	5.25	1.05	5.25	3,835	5.25
14-Apr-04	0.07	0.07	0.07	0.07	0	0.07
13-Apr-04	0.07	0.07	0.07	0.07	0	0.07
12-Apr-04	0.07	0.07	0.07	0.07	0	0.07
8-Apr-04	0.07	0.07	0.07	0.07	0	0.07
7-Apr-04	0.07	0.07	0.07	0.07	0	0.07
6-Apr-04	0.07	0.07	0.07	0.07	0	0.07
5-Apr-04	0.07	0.07	0.07	0.07	0	0.07
2-Apr-04	0.07	0.07	0.07	0.07	0	0.07
1-Apr-04	0.07	0.07	0.07	0.07	0	0.07
31-Mar-04	0.07	0.07	0.07	0.07	0	0.07
30-Mar-04	0.07	0.07	0.07	0.07	0	0.07
29-Mar-04	0.07	0.07	0.07	0.07	0	0.07
26-Mar-04	0.07	0.07	0.07	0.07	0	0.07
25-Mar-04	0.07	0.07	0.07	0.07	0	0.07
24-Mar-04	0.07	0.07	0.07	0.07	0	0.07
23-Mar-04	0.07	0.07	0.07	0.07	0	0.07
22-Mar-04	0.07	0.07	0.07	0.07	0	0.07
19-Mar-04	0.07	0.07	0.07	0.07	0	0.07
18-Mar-04	0.07	0.07	0.07	0.07	0	0.07
17-Mar-04	0.07	0.07	0.07	0.07	0	0.07
16-Mar-04	0.07	0.07	0.07	0.07	0	0.07
15-Mar-04	0.07	0.07	0.07	0.07	0	0.07
12-Mar-04	0.07	0.07	0.07	0.07	0	0.07
11-Mar-04	0.07	0.07	0.07	0.07	0	0.07
10-Mar-04	0.07	0.07	0.07	0.07	0	0.07
9-Mar-04	0.07	0.07	0.07	0.07	0	0.07
8-Mar-04	0.07	0.07	0.07	0.07	0	0.07
5-Mar-04	0.07	0.07	0.07	0.07	0	0.07
4-Mar-04	0.07	0.07	0.07	0.07	0	0.07
3-Mar-04	0.07	0.07	0.07	0.07	0	0.07
2-Mar-04	0.07	0.07	0.07	0.07	0	0.07
1-Mar-04	0.07	0.07	0.07	0.07	0	0.07
27-Feb-04	0.07	0.07	0.07	0.07	0	0.07
26-Feb-04	0.07	0.07	0.07	0.07	0	0.07
25-Feb-04	0.07	0.07	0.07	0.07	0	0.07
24-Feb-04	0.07	0.07	0.07	0.07	0	0.07
23-Feb-04	0.07	0.07	0.07	0.07	0	0.07
20-Feb-04	0.07	0.07	0.07	0.07	0	0.07



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19-Feb-04	0.07	0.07	0.07	0.07	0	0.07
18-Feb-04	0.07	0.07	0.07	0.07	0	0.07
17-Feb-04	0.07	0.07	0.07	0.07	0	0.07
13-Feb-04	0.07	0.07	0.07	0.07	0	0.07
12-Feb-04	0.07	0.07	0.07	0.07	0	0.07
11-Feb-04	0.07	0.07	0.07	0.07	0	0.07
10-Feb-04	0.07	0.07	0.07	0.07	0	0.07
9-Feb-04	0.07	0.07	0.07	0.07	0	0.07
6-Feb-04	0.07	0.07	0.07	0.07	0	0.07
5-Feb-04	0.07	0.07	0.07	0.07	0	0.07
4-Feb-04	0.07	0.07	0.07	0.07	0	0.07
3-Feb-04	0.07	0.07	0.07	0.07	0	0.07

* Close price adjusted for dividends and splits.

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

iGAMES ENTERTAINMENT, INC.,

Plaintiff,

v.

**CHEX SERVICES, INC. and
EQUITEX, INC.,**

Defendants.

C.A. No. 04-180 (KAJ)

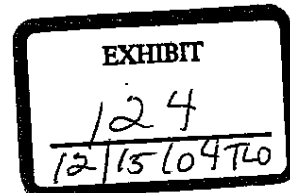
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**Appendix of Exhibits To iGames Entertainment, Inc's
Opposition To Chex's Motion For Summary Judgement**

Exhibit I

Karen Keith-Richert

From: Mark Savage [msavage@corporate-capital.com]
Sent: Friday, March 05, 2004 5:19 PM
To: hfong@equitex.net
Subject: Information on acquisitions



Henry,

I have attached a summary of the possible deals.

Mark

Mark Savage
Corporate Capital Management, LLC
10125 Crosstown Circle #210
Eden Prairie, MN 55344

952 545-7962
952 512-9959 fax
msavage@corporate-capital.com

*612-801-0789
cell
msavage*

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3/5/2004

Henry the 1st company operates a secure Internet payment system, designed for banks, telecommunication companies, portals and trade exchanges. The Company's Universal Payment Network ("UPN") system utilizes an electronic wallet to allow pre-registered users to place and receive multi-currency cash payments, including credit and debit cards. The UPN system enables transactions via web, mobile phones and interactive TV and was developed at a cost of over £25 million.

The system helps its Clients take payment from a) consumers/users who do not have credit/debit cards b) from consumers/users for online gambling, where regulations restrict the use of credit cards (currently only USA – code 7995 transactions). The Company additionally seeks to extend the technology into B-to-B business transaction services.

The company has a global account structure and high number of transactions offers Client's reduced transaction cost. The system also provides outsourced cash management services and transaction report service (potentially reducing in-house costs).

The Company has 28 banking relationships representing banking groups located around the globe; supporting domestic clearing in 13 currencies and cross border payment execution in over 70 territorial markets.

The 2nd company is a payment system that merges the simplicity and familiarity of debit cards with the sophistication of secure on line cash movement between people and businesses.

debit customers can perform secure financial transactions on the Internet, while retaining the flexibility of use at any ATM to withdraw cash, and also for point of sale (POS) transactions, anywhere the Visa Electron logo is displayed. Its services are reliable, easy to use, completely secure and compatible with any existing bank account. Customers can conduct and manage activities from any location.

Based on the assumption that no client, whether online or offline, would accept any kind of delay, unreliability or even mistake pertaining to his online payment transactions, WebTrade provides an online payment gateway that combines security, efficiency and reliability.

The 3rd possible company is one of the leading service providers in the area of E-shopping with various clients throughout the Old- and New-Economies.

This company offers its clients a variety of products that exceed the acceptance of secure, online credit card processing. Based on proprietary knowledge and a track-record of successful projects the Company is able to provide individual, customized solutions.

The Company offers businesses easy integration of secure online payment solutions, including credit card processing, electronic debits, cell-phone payments, dialer-solutions and Prepaid cards.

5 March 2004

MB Global
269 Market Square
Lake Forest, Illinois, 60045

Chex Services
1100 Wayzata Boulevard
Suite 111
Minnetonka, MN 55305

Pursuant to our discussions in connection with the potential reverse merger of Chex Services ("Chex" or the "Company") into a public shell, MB Global ("MB") is pleased provide an outline of the services we would offer to the Company. We anticipate working very closely with the management team to achieve the following over a 12-18 month period:

1. Provide an OTC Bulletin Board shell and assist the Company in reversing its business into the entity. Furthermore, MB would seek to list the Company on a National Exchange (e.g. NASDAQ National, NASDAQ Small Cap or AMEX) within 12 months.
2. Provide the Company with capital markets support, including: a) introductions to market makers, b) introductions to investment banks and research analysts and c) introductions to broker/dealers in order to create market demand for the equity.
3. Provide access to capital for the Company, both for acquisitions and to strengthen the Company's vault cash position.
4. Refinance the Company's vault cash under more favourable terms.
5. Assist the Company in acquiring 5-6 companies, both in the United States and in Europe (and potentially Asia and South America). The goal is to raise the Company's revenues to in excess of \$100 million in order to capture attention from both bulge bracket investment-banking houses and the capital markets.
6. Provide the Company with commercial introductions to casinos and other corporate development activities. MB is currently structuring a potential investment into 4 California-based casinos.
7. Provide the Company with corporate strategy and financial advisory services. MB's partners each have over 20 years of financing and capital markets experience.

MB looks forward to working with Chex Services in this important undertaking.

Sincerely,

MB Global

CX/EX20254

Capitalization Table

Chex Services Reverse Merger

Post Close Outstanding	10,000,000	100%
Chex Services	6,100,000	61% 7,100,000
Maroon Bells*	3,000,000	30%
Jensen Services	400,000	4%
Corporate Capital Management	400,000	4%
Shell float (public) **	100,000	1%

*MB shares shall be fully paid for upon closing of the transaction. 1 million shares shall be held in an escrow account and released upon the closing of one acquisition introduced by Maroon Bells. Maroon Bells for the remaining 2 million shares shall have paid in \$1 million each shall be delivered upon closing of reverse merger.

** Estimate of the float shares in the shell

NO cash
3-5
S.V.V.D.
12
360,000
12
360,000 - 500,000
13
12
5
600,000
932-541-0400
2003
17
179
8005
400,000
2003
179
179
2.37
400,000

Karen Keith-Richert

From: Mark Savage [msavage@corporate-capital.com]
Sent: Friday, March 05, 2004 3:13 PM
To: hfong@equitex.net
Subject: Proposal for Chex Services

Henry,

I have attached the proposal for Chex Services. I have requested from Ted to send you an outline of the targeted acquisitions. The two targets that I talked with you earlier about Ted already has an investment in them so I think the first two would be pretty easy to complete.

Mark

Mark Savage
Corporate Capital Management, LLC
10125 Crosstown Circle #210
Eden Prairie, MN 55344

952 545-7962
952 512-9959 fax
msavage@corporate-capital.com

3/5/2004

CX/EX20256

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

iGAMES ENTERTAINMENT, INC.,

Plaintiff,

v.

**CHEX SERVICES, INC. and
EQUITEX, INC.,**

Defendants.

C.A. No. 04-180 (KAJ)

JURY TRIAL DEMANDED

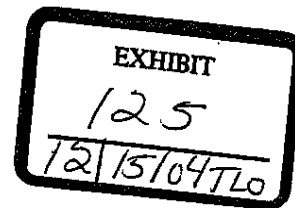
**Appendix of Exhibits To iGames Entertainment, Inc's
Opposition To Chex's Motion For Summary Judgement**

Exhibit J

Ijaz Anwar

From: Ric Landry [rlandry@maroonbells.com]
Sent: Tuesday, March 09, 2004 2:12 PM
To: Ijaz Anwar
Subject: Re: CHEX SERVICES, INC.

Importance: High



Fast Funds
Request.doc

As discussed, attached, please find the request list. Call with any questions.

----- Original Message -----

From: "Ijaz Anwar" <ianwar@chexff.com>
To: <rlandry@maroonbells.com>
Sent: Tuesday, March 09, 2004 1:40 PM
Subject: CHEX SERVICES, INC.

> Rick:
> Please send the information to me through email and lets discuss
> the document afternoon. Thanks.
>
> Ijaz
>
>

CX/EX19545

**Fast Funds
Information Request List**

Please provide information electronically (in Excel format) wherever possible.

General

1. Access to fiscal years 2003 and 2002 audit work papers.
2. Detailed trial balances for fiscal years 2003 and 2002 and year-to-date January 2002 and January 2003.
3. Monthly detailed income statements and balance sheets from January 2002 to January 2003.
4. Schedule of all one-time non-recurring revenues, expenses, gains and losses included in fiscal year 2002 and 2003 and year-to-date January 2002 and January 2003 income statements.
5. Summary of all related party revenues and expenditures included in fiscal years 2003 and 2002 and year-to-date January 2002 and January 2003 results, description of relationships (compensation, leases, charitable contributions, etc.) and analysis of pro forma amounts as if arms length.
6. Reconciliation of fiscal 2003 and 2002 consolidated summary income statements and balance sheets to audited financial statements.
7. Detailed fiscal 2004 through 2008 projected income statements, balance sheets and capital expenditures.
8. Description and explanation regarding any outstanding litigation or other contingencies including expected expense related to these contingencies.

Income Statement

9. **Sales**
 - Revenue by contract and indication of fixed versus variable price agreements for fiscal years 2003 and 2002 and year-to-date January 2002 and January 2003.
 - Recurring vs. non-recurring revenue for fiscal years 2003 and 2002 and year-to-date January 2002 and January 2003.
 - Sales and margin by customer in dollars for fiscal years 2003 and 2002 and year-to-date January 2002 and January 2003.
 - Copies of all customer agreements in place from January 2001 to present. For lost customers, explain the reason for the customer loss.
 - Description of all customer programs, including preferred pricing, discounts, rebates, etc. for all significant customers.
 - Outstanding proposals for new customer acquisition.

Balance Sheet

10. Trade accounts receivable agings as of 3/31/03, 3/31/02, 3/31/01, and 1/30/03.
11. For all significant allowances, reserves and accruals, including receivables allowances (bad debts, credit memos, returns, etc.), and significant accruals and liabilities (i.e., deferred compensation, workers compensation, vacation, deferred revenue, environmental, legal, etc.), please provide:
 - Supporting calculations as of 3/31/03; 3/31/02; 3/31/01; and 1/30/02 and 1/30/03.
 - Roll forwards, including beginning balance, plus provision, less activity charged against reserve/accrual, plus or minus adjustments to arrive at ending balance from 3/31/01 to 3/31/02; 3/31/02 to 3/31/03; and 3/31/03 to 1/30/03.

**IN THE UNITED STATES DISTRICT COURT
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Plaintiff,

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Defendants.

C.A. No. 04-180 (KAJ)

JURY TRIAL DEMANDED

**Appendix of Exhibits To iGames Entertainment, Inc's
Opposition To Chex's Motion For Summary Judgement**

Exhibit K



Ijaz Anwar

From: Colin P. Markey [cmarkey@maroonbells.com]
Sent: Friday, March 12, 2004 1:26 PM
To: ianwar@chexff.com
Subject: Lost Contracts
Importance: High

Ijaz,

Actually can you let me know why we lost the following contracts from 2003:

Akwesasne
Big Rock Casino – ATM
Golden Acorn Casino
Hole in the Wall Casino
Little Turtle Hortal Express
Mohican Northstar Casino
Ohkay Casino
San Felipe Casino
St. Croix Casino
Valley View Casino

Thanks,
Colin

IN THE UNITED STATES DISTRICT COURT
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iGAMES ENTERTAINMENT, INC.,

Plaintiff,

v.

CHEX SERVICES, INC. and
EQUITEX, INC.,

Defendants.

C.A. No. 04-180 (KAJ)

JURY TRIAL DEMANDED

**Appendix of Exhibits To iGames Entertainment, Inc's
Opposition To Chex's Motion For Summary Judgement**

Exhibit L

8-K 1 sevenventures8k.htm CURRENT REPORT ON FORM 8K DATED 4/15/04

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act

April 15, 2004

Date of Report
(Date of Earliest Event Reported)

Seven Ventures, Inc.

(Exact Name of Registrant as Specified in its Charter)

-----	Nevada	33-1026-D	87-0425514
(State or other	(Commission File No.)	(IRS Employer I.D. No.)	
	Jurisdiction)		

4685 South Highland Drive, Suite 202
Salt Lake City, UT 84117

(Address of Principal Executive Offices)

801-278-9424

(Registrant's Telephone Number)

(Former Name or Former Address if changed Since Last Report)

#

Item 5. Other Events and Regulation FD Disclosure.

Seven Ventures has entered a definitive agreement with Chex Services, Inc. to merge Chex into a wholly-owned subsidiary of Seven Ventures. Under the terms of the merger agreement, Equitex, Inc. will exchange 100% of its equity ownership in Chex Services for 7,700,000 shares representing 93% of Seven Ventures outstanding common stock following the transaction, along with warrants to purchase 800,000 shares of Seven Ventures common stock. As a result, Chex Services will become a wholly-owned subsidiary of Seven Ventures, a publicly traded company. Pending fulfillment of certain conditions, Seven Ventures anticipates closing the merger in mid May.

At closing, the current officers and directors of Seven Ventures will resign following the appointment of Henry Fong, Aaron Grunfeld and Jim Welbourn to the board of directors.

At closing, a bridge loan will be consummated with MBC Global or its affiliates whereby Seven Ventures will receive \$400,000 through the issuance of a convertible promissory note. The promissory note will be convertible into 4,000,000 shares of Seven Ventures common stock in stages under certain criteria, including but not limited to: the execution and delivery of an Advisory Agreement between Seven Ventures and MBC Global; the delivery to Seven Ventures of a list of potential suitable merger or acquisition candidates; and the execution of a significant acquisition with a target entity introduced to the company by MBC Global. MBC Global is an international merchant bank with principal offices in Chicago, Illinois.

Chex Services, Inc. was organized as a Minnesota corporation in July 1992. Chex was formed to provide comprehensive cash access services to casinos, and other gaming establishments, while also marketing their products ala carte to other establishments in the casino, entertainment, and hospitality industries. Chex's total funds transfer system allows casino patrons to access cash through check cashing, credit/debit card cash advances, automated teller machines and wire transfers. Chex's check and credit card advance systems allow it to compile detailed demographic data about patrons that utilize these services. The collected patron demographic data is then provided to the casino operators and can be used in their marketing efforts.

As of March 31, 2004, Chex had contracts to provide its cash access products and services in forty four (44) locations throughout the United States. At each of these locations Chex can provide any one or a combination of: check cashing; credit/debit card cash advance systems; and ATM terminals. Chex either staffs the locations with its personnel or provides its products and services to the locations based upon the contract with the location.

#

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 15, 2004

Seven Ventures, Inc.

By: /s/ Jeff W. Keith
Jeff W. Keith, President

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